

# CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



## GUN VIOLENCE PREVENTION RESEARCH COF1516798

ISSUED: MAY 12, 2023

DUE: JUNE 23, 2023

The City of Fayetteville is soliciting proposals to support research that will help answer the question: What is the cost of gun violence in the City and what works to prevent gun violence?

ISSUED BY:  
CITY OF FAYETTEVILLE

PRIMARY CONTACT:  
KIMBERLY TOON,  
PROCUREMENT MANAGER  
[kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



**A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM**

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

**CITY OF FAYETTEVILLE**

Douglas J. Hewett, ICMA-CM  
City Manager

## **NOTICE TO BIDDERS**

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., June 23, 2023** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

### **Gun Violence Prevention Research**

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on June 23, 2023** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Gun Violence Prevention Research.”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2<sup>nd</sup> floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to [kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

**City of Fayetteville**

Kimberly Toon, CLGPO  
Purchasing Manager



## REQUEST FOR PROPOSALS

### Gun Violence Prevention Research

The City of Fayetteville, North Carolina, is pleased to announce this request for proposals to support research that will help answer the question: What is the cost of gun violence in the City and what works to prevent gun violence?

#### Background

Gun violence takes a severe toll in the United States, with over 110,000 Americans injured or killed by firearms yearly. Firearm deaths continue to be a significant and growing public health problem in the United States. In 2020, the CDC reported that 79% of all homicides and 53% of all suicides involved firearms. These rates are the highest recorded in 25 years.

The City of Fayetteville is committed to achieving effective public policies to reduce gun injuries and deaths, including homicides, suicides, and accidental/unintentional shootings. The City of Fayetteville supports local, state, and national-level projects to inform and advance evidence-based policy reform. Expanding research to inform the prevention of gun violence is a core priority.

The City of Fayetteville is announcing this competitive funding opportunity for academic institutions and researchers to support projects that will inform the policy and practice of gun violence prevention. The fundamental goal of this funding is to produce applied research within the next three years that will advance the development and/or implementation of gun violence prevention policies or strategies.

#### Budget

The City of Fayetteville will support projects with a total budget of between \$25,000 and \$250,000, resulting in peer-reviewed, published articles within two years.

#### Eligibility

Non-profit organizations, institutions of higher education, for profit research firms, and individuals associated with institutions of higher education are eligible to apply. Please note that primary investigators with an active grant from the City are ineligible to apply, though there is no restriction on applications from affiliated institutions or researchers.

#### Research Priorities

Eligible projects will advance the development and/or implementation of gun violence prevention strategies, policies, and practices within the next three years.

The following research topics are of particular interest:

- Research that evaluates and quantifies the financial impact of gun violence on the City.

- Research that evaluates specific gun violence prevention policies, including their implementation and enforcement, to understand their effects on rates of firearm injury and death and their potential for inequitable impacts in different populations (e.g., criminal justice outcomes);
- Research on risk factors for fatal and non-fatal shootings, including prior criminal involvement, history of domestic abuse, mental illness, and other risk factors such as alcohol and substance abuse;
- Participatory action research with communities most impacted by gun violence that evaluates policies and strategies for reducing gun violence in communities;
- Research on implementation of evidence-informed community violence intervention strategies, including those factors that support robust implementation, barriers to robust implementation, etc.;
- Research on risk and resilience factors associated with community gun violence and its prevention, including factors at the individual, interpersonal, family, and community levels;
- Research that evaluates laws and policies designed to impact supply side factors, such as gun dealer licensing laws, and the impact of these laws on outcomes such as crime gun export rates, time-to-crime rates, straw purchasing, and theft from gun stores;
- Research on the characteristics of firearm suicide events, and evaluation of the effectiveness of policies and interventions for firearm suicide prevention;
- Research on the benefits and costs of policies and strategies directed to lawful firearm owners to promote household and community safety, including firearm safety training, practices for firearm transfer, firearm storage practices, and public carrying of firearms; and
- Comparative analyses that draw on the variation in city, state, or regional policies and programs to produce actionable data about their impact.

#### How to Apply:

Applicants should submit a brief (up to 3 pages) letter of intent (LOI) no later than **Friday, May 26, 2023** outlining the proposed project. The LOI should address the following questions:

- What question(s) will the project seek to answer? How will it build on and differ from existing knowledge on this topic?
- What are the expected impacts for this project? For example:
  - How will the project advance the field of gun violence prevention?
  - How will the project develop evidence about approaches to reducing inequitable outcomes in firearm injuries?
  - How will the project seek to understand solutions for gun violence prevention among communities and groups most affected by this problem? How will the results inform the development or implementation of specific gun violence prevention policies particularly equitable development, implementation, or enforcement of policies?
- What is the proposed research methodology? If engaging communities or groups directly affected by this gun violence, what is your approach to centering these perspectives in your methodology?



- What is the expected completion date?
- What is the budget for the project?
- How will you disseminate the results? And to whom?
- Are there other funders for the project? Do you have any proposals pending or do you plan to submit other proposals to support all or a portion of the project?
- How will the project address issues of diversity, equity, and inclusion or incorporate an equity lens into the analysis?
- What are the qualifications and experience of the proposed research team?
- How will the project expand and diversify the pool of researchers working in the field of gun violence prevention?

LOIs will be reviewed by a research advisory group, who will evaluate the LOI based on the responses to these questions. Selected applicants will be invited to submit full proposals. Note that the project budgets may include up to 15% in indirect costs.

Applicants will receive a response to their LOIs by **Friday, June 2, 2023** with full proposals due no later than **Friday, June 23, 2023**.

Full proposals should include:

- **Executive summary** (1-2 pages);
- **Project narrative** (up to 10 pages, exclusive of references), including the research question(s) to be addressed, how the proposed project would address them, key relevant challenges to the project and the strategies to address the challenges, and plans for dissemination of findings;
  - Please be sure to include as many details regarding the planned methodology as possible
- **Description of the organization**, including its background, purpose, objectives, and experience in the area for which funds are sought;
- **An itemized project budget with narrative**, current and pending funding sources for the proposed project, amount of funds requested, the proposed use, and the time period over which funds will be expended. Please make sure to include in your budget the costs associated with complying with our Open Access Policy;
- **Names and qualifications** of people involved in the project; and please address the following question specifically:
  - What are you doing to ensure that a diversity of racial, ethnic, and gender identity perspectives are reflected in your project?
- **Board members**, their titles, outside affiliations, and telephone numbers;
- **Organizational expenses** and income for the previous, current, and coming fiscal year;
- **Audited financial statements** and **Internal Revenue Service** Form 990 plus attachments for the most recently completed fiscal year;
- **Internal Revenue Service verification** that the organization is a 501(c)(3) tax-exempt organization and qualifies as a public charity as defined in IRS Code section 509 (a)(1), (2), or (3). If applicable, a copy of the IRS tax-exempt determination letter must accompany the proposal.

The expected start date for the project should be around **July 1, 2023**, with an expected completion date within three years of the start date.

Applications will be considered based on the following criteria:

- Likelihood that project will yield significant, unbiased information relevant to the understanding of gun violence prevention
- Relevance to priority research questions
- Experience of research team in gun violence prevention research, or similar relevant research
- Likelihood that the team will be able to successfully complete the proposed research with the funds requested in the time frame proposed
- Budget

Contact information:

Letters of intent should be submitted electronically to Kimberly Toon, Purchasing Manager, City of Fayetteville **[kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)**.

# **Professional Service Agreement**

## **Scope of Work and Terms Document**

# **City of Fayetteville, NC**



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_ 2023 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation ("City"), and \_\_\_\_\_.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

### ARTICLE 1. Services

1.1 Background. The City desires to engage -----xxxxxxx----- to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. -----xxxxxxx----- is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. -----xxxxxxx----- will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. -----xxxxxxx----- will perform the services promptly and according to the Proposal provided. The City will cooperate with -----xxxxxxx----- as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by -----xxxxxxx----- as outlined in the Proposal.

### ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay -----xxxxxxx----- for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$\_\_\_\_\_ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. -----xxxxxxx----- shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

### **ARTICLE 3. Termination**

3.1 Termination for Cause: In the event of substantial failure by -----xxxxxxx----- to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate -----xxxxxxx----- upon ten calendar (10) days written notice in which event -----xxxxxxx----- shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience: Upon thirty (30) calendar days' written notice to -----xxxxxxx-----, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, -----xxxxxxx----- shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, -----xxxxxxx----- shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, -----xxxxxxx----- may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

### **ARTICLE 4. Liability, Indemnification and Insurance**

4.1 General. The City and -----xxxxxxx----- have considered the risks and potential liability that may exist during the performance of services by -----xxxxxxx----- and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, -----xxxxxxx----- shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.



4.2 Indemnity and Professional Liability. To the extent permitted by law, -----xxxxxxx----- agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of -----xxxxxxx----- its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by -----xxxxxxx----- does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. -----xxxxxxx----- agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. -----xxxxxxx----- agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of -----xxxxxxx-----, -----xxxxxxx-----'s employees, and -----xxxxxxx-----'s subcontractors, for whom -----xxxxxxx----- is legally responsible during the performance of services under this Agreement. -----xxxxxxx----- shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides -----xxxxxxx----- with insurance for contractual liability which -----xxxxxxx----- has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, -----xxxxxxx----- further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to -----xxxxxxx----- for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.



(d) The CGL policy required above shall provide -----xxxxxxx----- with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of -----xxxxxxx----- in the design of any building designed by -----xxxxxxx----- under the terms of this Agreement.

**ARTICLE 5. Independent Contractor.** -----xxxxxxx----- is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. -----xxxxxxx----- shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by -----xxxxxxx----- but City shall have the right to observe such performance.

**ARTICLE 6. Other**

6.1 Assignment. It is the intent of this Agreement to secure the personal services of -----xxxxxxx----- and failure of -----xxxxxxx----- for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. -----xxxxxxx----- shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3 Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6.5 Non Discrimination. -----xxxxxxx----- agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. -----xxxxxxx----- agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and -----xxxxxxx----- may, from time to time, request changes in services to be performed by -----xxxxxxx----- Any such changes that are mutually agreed upon by the City and -----xxxxxxx----- shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time -----xxxxxxx----- or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect



unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to -----xxxxxxx----- terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

**CITY'S TERMS SUPERSEDE:** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

6.12 E-Verify. -----xxxxxxx----- hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. -----xxxxxxx----- further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). -----xxxxxxx----- hereby pledges, attests and warrants through execution of this Agreement that -----xxxxxxx----- complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by -----xxxxxxx----- shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.13 Iran Divestment Act. As mandated by N.C.G.S. 147-86.59(a), -----xxxxxxx----- hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. -----xxxxxxx----- further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. -----xxxxxxx----- certifies that the signatory to this Agreement is authorized by -----xxxxxxx----- to make the foregoing statement.

6.14 Protest. Protests related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

6.15 Survival of Terms. All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for



three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

[Signature page to follow]

ATTEST:

\_\_\_\_\_

**VENDOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

ATTEST:

**CITY OF FAYETTEVILLE**

\_\_\_\_\_  
PAMELA MEGILL, City Clerk

By: \_\_\_\_\_  
DOUGLAS J HEWET, ICMA-CM  
City Manager

This instrument has been pre-audited in the  
manner required by the Local Government  
Budget and Fiscal Control Act.

\_\_\_\_\_  
JODY PICARELLA  
Chief Financial Officer